

ECF CASE  
JUDGE HELLERSTEIN

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

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**J & J SPORTS PRODUCTIONS, INC., as  
Broadcast Licensee of the May 5, 2007  
DeLaHoya/Mayweather Program,**

Plaintiff,

-against-

761 BLUE LAGOON CORP. d/b/a BLUE  
LAGOON a/k/a BLUE 761 LAGOON a/k/a  
BLUE LAGOON,

Defendants.

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STATE OF CALIFORNIA              }  
  }  
  }ss.:  
COUNTY OF SANTA CLARA}

JOSEPH GAGLIARDI, being duly sworn, deposes and states the following:

1. I am President of Plaintiff, J&J Sports Productions, Inc., and, as such, am fully familiar with the facts, circumstances and proceedings heretofore had herein.
2. I make this Affidavit in support of Plaintiff's request to recover statutory damages, including costs, attorney fees and interest in the within request for judgment by default.
3. Plaintiff, J&J Sports Productions, Inc., owns the rights for the commercial distribution of the DeLaHoya/Mayweather fight which was held on May 5, 2007. The licensing agreement is attached hereto as Exhibit "A". My company thereafter marketed the sub-licensing of the broadcast to commercial establishments in the State of New York for a fee.
4. Prior to the DeLaHoya/Mayweather, broadcast, J&J Sports Productions, Inc., hired

**PLAINTIFF'S AFFIDAVIT**

Civil Action No. 07-CV-6527-AKH-FM  
HON. ALVIN K. HELLERSTEIN

Signal Auditing, Inc. to contract with independent auditors who were assigned to identify establishments that unlawfully exhibited our program.

5. To insure that only illegal locations were visited by the auditors, a list of authorized and legal locations who paid the required fee to broadcast the DeLaHoya/Mayweather fight which was held on May 5, 2007, was distributed to Signal Auditing, Inc., who provided same to all of their contracting auditors prior to visiting any unauthorized locations on May 5, 2007. This list is attached hereto as Exhibit "B".

6. Defendants 761 BLUE LAGOON CORP. d/b/a BLUE LAGOON a/k/a BLUE 761 LAGOON a/k/a BLUE LAGOON, did not purchase the rights to exhibit the event from my company.

7. According to our files, Keith Rauscher, one of the auditors, visited Defendant's establishment, Blue Lagoon located at 761 Burke Ave, Bronx, NY on May 5, 2007, at approx. 12:34 pm. He entered and observed one television set exhibiting a portion of the event to about 20 patrons in an establishment with an estimated capacity of 100. The auditor's affidavit attesting to these facts is attached as Exhibit "C".

8. Defendant's showing was not authorized by J&J Sports Productions, Inc., therefore, the said showing was in violation of the Piracy Statutes of the Federal Communications Act.

9. It is essential that I communicate to the Court that to the best of my knowledge this programming is not and cannot be "mistakenly or innocently intercepted." Some methods that a signal pirate can unlawfully intercept and broadcast such program illegally are as follows without limitation:

A. The use of a "black box" which is purchased for a fee and when installed

on a cable TV line will allow for the descrambled reception of a pay-per-view broadcast, or

B. The purposeful misrepresentation of a commercial establishment as a residential property would allow the purchase of a pay-per-view broadcast for the event at the residential price of \$54.95, or

C. The use of a illegal cable drop or splice from an apartment or home adjacent to the commercial establishment premises who would purchase the broadcast at a residential price and divert the program to the commercial establishment and/or

D. The same initial actions being employed with respect to a "DSS Satellite Systems" or a "C-Band Satellite System."

These forms of satellite theft also involve the misrepresentation of a residential location, purchase of illegal unincryption devices, and/or the purchase of illegal satellite authorization codes which are readily available on the Internet and in various publications which are presently unregulated in the Nation of Canada.

10. To explain the history of Plaintiff's claim, your deponent submits that shortly after the advent of Pay-Per-View broadcasts, of which our company stands at the forefront, we began to experience a serious erosion of the sales to commercial establishments throughout the United States of America. Thereafter, we endeavored to find out what was the basis for the erosion. Much to our disappointment, we discovered that the root cause of the erosion of our customer base was the piracy of our broadcasts by unauthorized and unlicensed establishments.

11. Plaintiff has invested millions of dollars in the promotion of boxing broadcasts, and, with the increased frequency of signal piracy, our legal sales have eroded significantly.

12. In response, we embarked upon a program which was designed to identify and prosecute the commercial establishments which stole our broadcasts.

13. Turning these facts to the matter before the Court, I have been advised by counsel that the Court has the discretion in the awarding of damages for these nefarious and illegal activities.

14. It is respectfully submitted to this honorable Court that the unchecked activity of signal piracy not only has resulted in my business being severely damaged, but also has a negative effect upon lawful residential and commercial customers of cable and satellite broadcasting whose costs are necessarily increased significantly by these illegal activities.

15. I believe that such acts of piracy have cost my company millions of dollars in the last few years, while at the same time causing a reduction in our lawful business resulting from the perceived lack of consequence for such unlawful interception.

16. I, therefore, humbly ask this Court to grant the maximum allowance for statutory damages due to the fact that such actions are *per se* intentional and do not and cannot occur without the willful and intentional modification of electronic equipment, the business misrepresentation of a commercial establishment as residential, or, the removal of cable traps and/or devices designed to prevent such unauthorized exhibits.

**WHEREFORE**, your deponent respectfully requests that this Court in its discretion grant judgment by default under 605(a) on COUNT I of the Plaintiff's complaint against the Defendants jointly and severally as follows:

**Against 761 BLUE LAGOON CORP. d/b/a BLUE LAGOON a/k/a BLUE 761 LAGOON a/k/a BLUE LAGOON,**

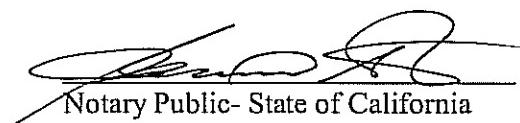
- 1) under 605(e)(3)(C)(i)(II) a sum *in the discretion of the Court, of up to* TEN THOUSAND DOLLARS (\$10,000.00)
- 2) and under 605(e)(3)(C)(ii) a sum *in the discretion of the Court, of up to* ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for enhanced damages for Defendant's willful violation of 605(a)

- 3) and under 605(e)(3)(B)(I) *in the discretion of the Court*, full costs, reasonable attorney fees as set forth in the attorney affidavit.

Dated: October 26 2007

  
JOSEPH GAGLIARDI,  
President, J&J Sports Productions, Inc.

Sworn to before me on this 26 day  
of October , 2007. *By Joseph Gagliardi*

  
Notary Public- State of California

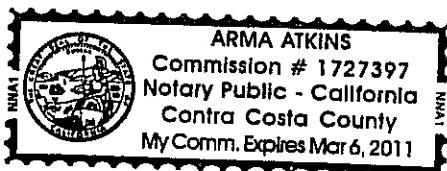


Exhibit A

GOLDEN BOY PROMOTIONS, INC.  
628 Wilshire Boulevard, Suite 350  
Los Angeles, California 90017  
(213) 489-5681 (Telephone)  
(213) 489-4057 (Facsimile)

April 11, 2007

J&J Sports Productions, Inc.  
2880 South Bascom Avenue, Ste. 200  
Campbell, CA 95008  
Attention: J.M. Gagliardi

RE: CLOSED CIRCUIT TELEVISION LICENSE AGREEMENT

Oscar De La Hoya vs. Floyd Mayweather

Plus selected undercard bouts  
(fighters subject to change)

May 5, 2007  
MGM Grand Garden Arena, Las Vegas, NV

Gentlemen:

This will confirm the terms of our agreement whereby GOLDEN BOY PROMOTIONS, INC. (referred to herein as "Promoter") hereby grants to J&J Sports Productions, Inc ("J&J" or "you" or "Licensee") the exclusive license to exhibit, only within the fifty states of the United States of America and the Commonwealth of Puerto Rico (the "Territory"), Promoter's live telecast of the captioned bout and accompanying undercard matches (the "Event"), simultaneously with the Event, only at commercial closed-circuit television exhibition outlets, such as theaters, bars, clubs, lounges, restaurants and the like, each with a fire code occupancy capacity not to exceed 500 persons per outlet (except for casinos), located within the Territory. The exhibition rights granted herein do not include any rights in Mexico, Canada or Clark County, Nevada, or transmissions to hotel guest rooms, in-flight aircraft or other transportation facilities.

1. License Fee. As full and complete compensation for the rights granted you by Promoter, you shall pay to Promoter the license fee calculated as follows:

The Minimum Financial Guarantee of . . . as provided in . . . of the amount of all gross revenues received by Licensee in excess of the first

which Licensee receives from all closed circuit television exhibitions of the Event in the Territory.

(a) All amounts which are to be deducted or withheld by your sublicensee exhibitors, sales agents or distributors from payments to you or your sublicensees shall be subject to the mutual agreement of Promoter and Licensee but shall not exceed ~~of gross revenues from each outlet from exhibition of the Event.~~

(b) The calculation of gross revenues under this Paragraph shall not include the amount of any fees or taxes referenced in Paragraph 12 of the attached Closed Circuit Television Standard Terms and Conditions paid or required to be paid by Licenser.

(c) In the event that you should sublicense an outlet for a fixed lump sum or for a license fee which includes a guaranteed amount which is not exceeded by your share of revenues from that outlet, you shall include in gross revenue hereunder the amount equal to such lump sum or guarantee.

(d) You shall be entitled to deduct and withhold, for advertising and publicity purposes, ~~of gross revenues from exhibition locations which you license directly to operators without any commission or distribution fee to third party sales agents or distributors.~~

(e) Promoter shall be responsible for the cost of advertising materials, such as posters, press kits and slides, in amounts and quantities to be mutually agreed upon by Promoter and Licensee. In the event that Promoter fails to provide an adequate amount of posters, advertising slicks, press kits, etc., then Licensee shall be entitled to retain ~~toward such expenses.~~

~~Payment of all license fees amounts in excess of the Minimum Financial Guarantee shall be due and payable to Golden Boy Promotions, Inc. no later than ten (10) business days after the Event.~~

2. Minimum Financial Guarantee. As a minimum guarantee and non-refundable advance against the monies due to Promoter pursuant to Paragraph 1 of this agreement, Licensee shall pay to Promoter the ~~by~~ delivery to Golden Boy Promotions, Inc. not later than May 4, 2007 by either:

(a) a certified check or bank cashier's check payable to Golden Boy Promotions, Inc. in such amount; or

(b) an irrevocable letter of credit payable to Golden Boy Promotions, Inc. in such amount, subject to collection. Such letter of credit shall be collateral security for your payment of such minimum financial guarantee, shall be issued or

confirmed by a member bank of the U.S. Federal Reserve System, which bank shall be subject to the advance approval of Golden Boy Promotions, Inc. in its discretion.

3. Compatible Decoding Equipment. You and your sublicensees shall be responsible to obtain, at your or their cost and expense, either

(a) Authorization to receive the Event through the services of one or more direct satellite suppliers ("DSS"), such as DirecTV or Echostar, to be selected by you; or

(b) If Promoter licenses TVN to distribute the Event by C-Band and so notifies Licensee, authorization to receive the Event through TVN.

DSS and TVN, if applicable, shall be responsible for the encoding and decoding of their retransmitted signals. You shall not charge decoder rental or authorization fees to your sublicensees in excess of \_\_\_\_\_ per decoder or authorization. Any additional equipment charges to your sublicensees shall be at your cost.

4. Addressing of Decoders.

(a) Promoter, at its sole cost, shall deliver the encrypted transmission of the video and audio signal of its telecast of the Event either (1) to a domestic satellite or other delivery point from which the signal is capable of being received by DSS and TVN, for redistribution to your designated outlets or (2) by fibre optic cable to a delivery point at which the signal is capable of being received by DSS and TVN, for redistribution to your designated outlets. DSS and TVN, if applicable, shall have the responsibility to address and authorize decoders for your authorized sublicensees. You shall be responsible for all charges for addressing and authorizing your sublicensees.

(b) Promoter shall have no responsibility for your decoder authorization fees, and Promoter shall have no responsibility or liability to you or your sublicensees for any technical failures which may occur in connection with the authorizing of decoders for your sublicensed closed circuit exhibition outlets or in connection with any retransmission or authorizing by DSS or TVN.

(c) You shall instruct DSS and TVN, if applicable, to provide directly to Promoter, on the fifth business day after the Event Date, their complete final authorization reports which shall indicate the name, address and city of each authorized outlet and the decoder number for each authorized outlet. You shall also instruct any cable television system which you may retain to authorize outlets, and you shall instruct any of your sublicensees which retain cable systems for such purpose, to provide Promoter with the same reports of authorized outlets on the fifth business day after the Event Date.

5. Pay-Per-View Exhibitions.

You acknowledge that Promoter shall license the live cable television and direct broadcast satellite television exhibition of the Event in the Territory on a residential pay-per-view basis and that you shall have no interest or participation in such pay-per-view exhibition or any other exploitation of the Event, other than commercial closed circuit television exhibition rights granted to you as set forth herein.

6. Anti-Piracy.

Licensee shall have the exclusive right to commence or settle any claim or litigation arising out of the alleged piracy, use or proposed use of the closed circuit television telecast in the Territory. Any damages, whether statutory, compensatory, punitive or otherwise, which Licensee may recover from the theft, piracy, copying, duplication, unauthorized exhibition or transmission of the Event in the Territory, after payment of reasonable legal fees, costs and disbursements, shall constitute gross revenues from the Event, to be shared by Promoter and Licensee as set forth herein. Licensee shall advance any required legal fees and disbursements, subject to recoupment from any applicable recovery, and shall report all expenses, settlements and recoveries to Promoter on a quarterly basis. Your sublicensees shall have no right to commence or settle any claim or litigation arising out of the alleged piracy of the telecast hereunder, and you shall not assign these anti-piracy rights to any other party, without the prior written consent, of Promoter. Notwithstanding the foregoing, in the event that you elect not to pursue any claim or litigation arising out of the alleged piracy, use or proposed use of the closed circuit television telecast in the Territory, you shall, upon Promoter's request, assign the exclusive right to pursue such claims or litigation to Promoter. In the event of such an assignment, Promoter shall be solely responsible for payment of all legal fees and disbursements and shall be entitled to retain as its exclusive property any and all recoveries therefrom, and Licensees shall be released and relieved of and from any anti-piracy obligations referenced above in connection with the applicable claims or litigation.

7. Private Showings. Promoter shall have the right, at its cost and expense and upon written notice to you, to conduct or authorize others to conduct up to ten (10) complimentary private showings of the telecast of the Event within the Territory, with no admission charge and no advertising or advance publicity for such private showings.

8. Attachments. Annexed to this agreement as exhibits are the following documents, the terms and conditions of which are incorporated herein as if set forth in their entirety:

(a) Closed Circuit Television Sublicense Agreement which you and your sublicensee shall complete and sign with respect to each closed circuit television outlet you may sublicense.

(b) Closed Circuit Television Standard Terms and Conditions which shall apply to this agreement as well as to the Closed Circuit Television Sublicense Agreement. YOU SHALL ATTACH A COPY OF THE STANDARD TERMS AND CONDITIONS TO EACH SUCH SUBLICENSE AGREEMENT.

9. Defaults.

(a) Your failure to deliver the Minimum Financial Guarantee as provided in Paragraph 2 hereof or to pay the license fee as provided in Paragraph 1 hereof or to pay the signal delivery fees or equipment expenses as provided in Paragraph 3 hereof or to comply with any other material term or condition of this agreement shall permit Promoter, in addition to all of its other rights and remedies, to cancel this agreement with you at any time without any further liability or obligation to you and to retain all monies paid to Promoter prior to such cancellation, provided, however, that before Promoter may exercise any remedy with respect to any such default, Promoter must (i) provide Licensee with written notice specifying such default and (ii) if and to the extent that time reasonably permits prior to the Event, provide Licensee with up to seven (7) days after Licensee's receipt of such default notice within which to cure such default.

(b) If, in violation of the provisions of this agreement, you or a sublicensee exhibits the Event in an outlet with a fire code occupancy limit in excess of 500 persons (except casino locations), then Licensee shall remit upon demand by Promoter the license fee for such outlet as provided in Paragraph 1.

10. No Packaging with Other Events.

You shall not sublicense closed-circuit television rights to the Event to exhibitors as part of a package which includes other boxing programs or bouts not included in this Event without the prior written consent of Promoter.

11. Reports, Collection and Accounting.

(a) You shall be responsible for collection of all monies from outlets, and shall make all payments and provide all reports and shall provide Promoter with copies of all reports received from sublicensed outlets. You shall distribute to Promoter all amounts due for exhibition rights to the Event, with no deductions, set-offs or holdbacks whatsoever, except as otherwise provided herein.

(b) You shall also provide separate reports no later than five business days following the Event, including the name, location and license fee for each closed circuit exhibition outlet.

(c) Promoter's representatives shall have the right to visit your offices and each outlet at any time during normal business hours prior to the Event and after the Event to obtain and verify such information, in person or

electronically, and to make arrangements for the payment of all license fees due to Promoter promptly following the Event.

All checks shall be payable to, and contracts and reports shall be sent to:

Golden Boy Promotions, Inc.  
626 Wilshire Boulevard, Suite 850  
Los Angeles, California 90017  
Attn: Raul Gutierrez

With a copy to:

Ziffren, Brittenham et al.  
1801 Century Park West  
Los Angeles, California 90067  
Attn: Stephen Espinoza

12. Entire Agreement. This agreement supersedes and terminates all prior agreements between the parties hereto and their affiliates with respect to the subject matter contained herein, and this agreement embodies the entire understanding between the parties relating to such subject matter, and any and all prior correspondence, conversations and memoranda are merged herein and shall be without effect hereon. The laws of the State of California applicable to contracts executed and to be fully performed in the State of California shall govern this agreement, and execution of this agreement shall constitute the consent of Licensee and any sublicensee to exclusive jurisdiction and venue of the State Courts and United States Courts sitting in the County of Los Angeles, State of California and to service of process pursuant to applicable sections of the California law with respect to matters arising under such agreement.

Very truly yours,

GOLDEN BOY PROMOTIONS, INC.

By: \_\_\_\_\_  
Authorized Signature

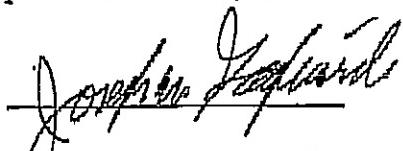
Please confirm your agreement with the above by signing and returning the attached copy of this letter. This Television License Agreement shall not become

effective unless and until Promoter has accepted and signed this agreement and returned one copy to you.

ACCEPTED AND AGREED:

J&J Sports Productions, Inc.

By:

  
APRIL 20, 2007

Title: PRESIDENT

Exhibit B

Jillian's of Las Vegas	450 Fremont St. Space #130	Las Vegas	NV	89101
Luxor Hotel and Casino	3900 Las Vegas Blvd. South	Las Vegas	NV	89119
Mandalay Bay Resort and Casino	3950 Las Vegas Blvd. South	Las Vegas	NV	89119
MGM Grand Casino	3799 Las Vegas Blvd.	Las Vegas	NV	89109
Mirage Sports Book	3400 Las Vegas Blvd. South	Las Vegas	NV	89109
Mirage Sports Book	3400 Las Vegas Blvd. South	Las Vegas	NV	89109
Monte Carlo Resort & Casino	3770 Las Vegas Blvd South	Las Vegas	NV	89109
New York, New York - Casino	3790 Las Vegas Blvd. S.	Las Vegas	NV	89109
Sam's Town	5111 Boulder Hwy	Las Vegas	NV	89122
Silver Saddle	2501 E. Charleston Blvd	Las Vegas	NV	89104
Treasure Island	3400 Las Vegas Blvd. South	Las Vegas	NV	89109
Vertigo	2025 E. Charleston Blvd.	Las Vegas	NV	89101
Edgewater Hotel Corp.	2020 S. Casino Dr.	Laughlin	NV	89029
Ramada Express Hotel & Casino	2121 S. Casino Dr	Laughlin	NV	89028
The Aquarius	1900 S. Casino Dr	Laughlin	NV	89029
The Riverside Resort	1650 Casino Drive	Laughlin	NV	89029
Harrah's Laughlin Casino	2900 South Casino Dr.	Laughlin	NV	89029
Atlantis Casino	3800 South Virginia	Reno	NV	89502
Bully's	5162 Meadowood Mall Circle	Reno	NV	89502
Bully's #7	1640 Robb DR.	Reno	NV	89523
Bully's Sports Bar #1	2005 Sierra Highlands	Reno	NV	89523
Club Cal-Neva Casino	PO Box 2071- 38 East 2nd st.	Reno	NV	89501
Eldorado Casino	345 N. Virginia	Reno	NV	89501
New Oasis Rest	325 Circle Dr.	Reno	NV	89509
Peppermill Hotel & Casino-Bill Hughes	2707 S. Virginia St	Reno	NV	89510
Silver Legacy Hotel & Casino	407 N. Virginia Ave.	Reno	NV	89501
The Mens Club	270 Lake Street	Reno	NV	89501
Bully's Sports Bar #3 Christine	2955 N. McCarran #110	Sparks	NV	89431
John Ascuaga's Nugget Casino	1100 Nuggett Ave.	Sparks	NV	89431
Harvey's Tahoe Management Co. Inc.	P.O. Box 128/ Hwy 50 @ Stateline	Stateline	NV	89449
Montbleu Casino	55 Hwy 50	Stateline	NV	89449
Boontown Casino	Garson Rd. @ Interstate 80	Verdi	NV	89439
Simply Fish & Jazz	147 South Pearl	Albany	NY	12202
Boston Pizza	37-02 Broadway	Astoria	NY	11106
Forum	3419 Steinway St.	Astoria	NY	11101
McCambs Pub	36-15 Ditmars Blvd	Astoria	NY	11105
Rithos	3223 Steenway St.	Astoria	NY	11103

Zone Sports Restaurant & Lounge	28-43 Steinway St.	Astoria	NY	11101
Bridges	4100 E. Tremont	Bronx	NY	10465
Dugout, The	880 River Ave	Bronx	NY	10451
El Tejano	2031 Westchester Ave.	Bronx	NY	10462
El Tenampa Restaurant	2765 Webster Ave.	Bronx	NY	10457
Gama Day Grill	3168 East Tremont Ave.	Bronx	NY	10461
La Fortuna Restaurant	400 Claremont Pkwy.	Bronx	NY	10457
Lounge, The	4685 Manhattan College Parkway	Bronx	NY	10471
Mi Gente Cafe	1306 Union Port Rd.	Bronx	NY	10462
Paquita's Bar & Rest	1852 Weschesia	Bronx	NY	10472
Rey De Copas	2712 White Plains Rd.	Bronx	NY	10467
Sin City Cabaret	2520 Park Avenue	Bronx	NY	10451
Sports Plus Cafe	1161 Castle Hill Ave.	Bronx	NY	10462
200 Fifth	200 5th Ave.	Brooklyn	NY	11217
Acapulco Bar Rest.	4402 3rd Ave.	Brooklyn	NY	1E+05
El Yunque Bar & Grill	507 Grand St.	Brooklyn	NY	11211
La Guarida	369 36 st.	Brooklyn	NY	11232
La Noritena #5	758 5th Avenue	Brooklyn	NY	
Los Bollintos	499 Myrali Ave.	Brooklyn	NY	11205
TSB Restaurant	887 Nostrand Ave	Brooklyn	NY	11225
Multahys @ Centerreach	1702 Middlecountry Rd.	Centerreach	NY	11720
La Noritena #1	97-13 37th. Ave.	Corona	NY	11368
Los Tres Potrillos	111-16 Roosevelt Ave.	Corona	NY	11368
Cobblestones	117-18 Queens Blvd.	Forrest Hills	NY	11375
Gaillitos	24 New Main St.	Haverstraw	NY	10927
Avenue D Bar	628 Fulton Ave.	Hempstead	NY	11550
Polltos Mario	75 North Franklin	Hempstead	NY	11550
Abuelo Gozon	7903 Roosevelt Ave.	Jackson Heights	NY	11372
Cafe Espana	81-03 Roosevelt Ave.	Jackson Heights	NY	11372
Chib Cha	7905 Roosevelt Avenue, 5th Floor	Jackson Heights	NY	11372
Dolphin Sports Bar	8513 Northern Blvd.	Jackson Heights	NY	11372
El Rumbero Bar & Restaurant	82-05 Northern Blvd.	Jackson Heights	NY	11372
La Bamba - Jamaica	144-32 Hillside Ave.	Jamaica	NY	11435
La Camisa Negra	149-15 Jamaica Ave.	Jamaica	NY	11435
Austin's Ale House	82-70 Austin St.	Kew Gardens	NY	11415
McCanas Pub #2	5590 Merrick Road	Massapequa	NY	11758
Sue Rendevous	96 Gramatan Ave.	Mt Vernon	NY	10055

Clubhouse Bar & Grill	191 South Main St.	New City	NY	10956
1050 Restaurant & Lounge	735 Tenth Ave.	New York	NY	10019
3rd & Long	523 3rd Ave.	New York	NY	10016
40 40 Club	6 West 25th St.	New York	NY	10010
Beckys Pub	1156 1st Ave	New York	NY	10021
Bounce Deuce Downtown	103 Second Ave.	New York	NY	10003
Bounce Deuce Uptown	1403 Second Ave.	New York	NY	10021
Fashion 40 Lounge	202 W. 40th St.	New York	NY	10018
Firm	90 Fulton St.	New York	NY	10038
Garden Cafe	2026 2nd Ave.	New York	NY	10029
Harlem Lanes	2116 Adam Clayton Powell Blvd.	New York	NY	10027
Joe Os	136 W. 33rd St.	New York	NY	10001
Justins Restaurant	31 West 21st St.	New York	NY	10010
Los Dos Potrillos	1186 Evergreen Ave.	New York	NY	10472
Mi Palenque	154 E 112 St.	New York	NY	10029
MJ Armstrongs	329 First Ave.	New York	NY	10003
Monkey Room	589 Fort Washington Ave.	New York	NY	10033
Mustang Sallys	324 7th Ave.	New York	NY	10001
Nevada Smiths	74 Third Ave.	New York	NY	10003
Novo Restaurant	290 Hudson St.	New York	NY	10013
OFlanagans	1215 First Avenue	New York	NY	10021
Olmeca Restaurante "Olmecce"	322 E. 116 St.	New York	NY	10029
Picante	3424 Broadway	New York	NY	10031
Playwright	202 W. 49th St.	New York	NY	10019
Queen Of Hearts	Pier 40 @ Houston St.	New York	NY	10014
Redemption Grill	1003 Second Ave.	New York	NY	10022
Scores @ New York East	333 East 60th Street	New York	NY	10022
Scores @ West	533 West 27th St.	New York	NY	10001
The Monkey Bar	589 Ford Washington Ave.	New York	NY	10033
Tonic Bar @ East	411 3rd Ave.	New York	NY	10016
Village Pour House	64 3rd Ave.	New York	NY	10003
Yankee Clipper	170 John St..	New York	NY	10038
40 40 Club	6 West 25th St.	New York	NY	10010
Players of Niagara	328 Niagara St	Niagara Falls	NY	14303
Main Event	799 Old Country Rd.	Plainview	NY	11803
Los Remolinos	123 N. Main St.	Port Chester	NY	10573
La Nortena #6	102-14 Roosevelt Ave.	Queens	NY	11368

Killarneys Cottage	63-28 Woodhaven Blvd.	Rego Park	NY	11374
Nathaniels	251 Exchange Blvd.	Rochester	NY	14608
Woodlys	250 Monroe Ave.	Rochester	NY	14607
Lions Den Sports Bar	17 Page Ave.	Staten Island	NY	10309
Full of Pep	4126 Greenpoint Ave.	Sunnyside	NY	11104
Champps @ Rochester	819 Eastview Mall	Victor	NY	14564
Mufcahys	3234 Railroad Avenue	Wantagh	NY	11793
El Passiones	4004 69th St.	Woodside	NY	11377
Paraiso	7004 Roosevelt Ave.	Woodside	NY	11377
Passions Sports Bar	40-04 69TH Street	Woodside	NY	11377
Club La Raza	239 New Main Street	Yonkers	NY	10701
Pier View	283 Roberts Ave	Yonkers	NY	10703
Jillian's	363 S. Main St.	Akron	OH	44311
Fox & Hounds @ Beavercreek	2661 Fairfield Commons	Beavercreek	OH	45431
Harpes Sports Cafe	5777 Smith Rd.	Brookpark	OH	44142
Fox & Hounds @ Canton	4770 Everhart St.	Canton	OH	44718
Sulys	700 Race St	Cincinnati	OH	45202
Club Oasis	1752 Seymour Ave.	Cincinnati	OH	45237
Beachcombers	1146 Old River Rd.	Cleveland	OH	44113
Lancers Steakhouse	7707 Carnegie Ave.	Cleveland	OH	44103
Jillian's of Cleveland	12459 Cedar Rd	Cleveland Heights	OH	44106
Drink	4510 Kenny Rd.	Columbus	OH	43220
Gallos	5019 Olentangy River Rd.	Columbus	OH	43214
Paninis @ Columbus	1716 N High St.	Columbus	OH	43201
Fox & Hounds @ Dayton	Washington Park Plaza 667 Lyons Rd.	Dayton	OH	45459
Spectators Bar & Grill @ Dublin	3535 W Dublin Granville Rd	Dublin	OH	43235
Fox & Hounds @ Mason	5113 Bowen Dr	Mason	OH	45040
Brick Street	36 East High St.	Oxford	OH	45056
Scorekeepers	6395 Pearl Rd.	Parmá Heights	OH	44130
TKO	45 South Washington	Tippin	OH	44883
Jillian's of Youngstown	7401 Market St.	Youngstown	OH	44512
Buffalo Wild Wings @ Broken Arrow	1151 North 20th	Broken Arrow	OK	74012
Fox & Hounds @ Broken Arrow	7001 S Garnett Road	Broken Arrow	OK	74012
Buffalo Wild Wings @ Edmond	1333 N. Santa Fe	Edmond	OK	73003
Buffalo Wild Wings @ Moore	2601 S. 135 Frontage Rd.	Moore	OK	73169
Cross Eyed Moose Sports Cantina	10603 S Western Ave.	Oklahoma City	OK	73170
Fox & Hounds @ Oklahoma City	3031 W Memorial Road	Oklahoma City	OK	73134

Exhibit C

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**PPV BOXING PIRACY AFFIDAVIT****STATE OF NEW YORK:**

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**COUNTY OF ORANGE:**

I, Keith E. Rauscher the undersigned, being duly sworn according to law, deposes and says, that on Sunday May 6<sup>th</sup> 2007 , I observed the commercial establishment known as Blue Lagoon Bar, located at 761 Burke Ave, Bronx, N.Y, at approximately 12:34 am. This establishment is described as a one story building with no apartment(s) on top of the establishment. I did not observe a satellite dish on the premises.

I observed ONE 6 Foot Projection Screen Television, which is described as: Which was located in the following position. On the left hand side of the establishment towards the rear.

On the television set I observed the post fight interviews of the main event between Oscar De La Hoya and Floyd Mayweather. De La Hoya was wearing red trunks with the words, Golden Boy in white on the front waist band. Mayweather was wearing red, green and white trunks.

I also observed the following action in the ring: Post fight interview of Oscar De La Hoya by Larry Merchant. Larry Merchant was wearing a dark jacket. De La Hoya was shirtless. De La Hoya was wearing red trunks with the words Golden Boy in white lettering on the front waist band. Mayweather was wearing multi color trunks. De La Hoya was wearing black Boxing gloves and Mayweather was wearing red boxing gloves. Mayweather was also wearing multi color boxing shoes with tassels on the front of them. The referee was a male black wearing a blue shirt and black bow tie. He was also wearing blue surgical type protective gloves. The ring ropes were red, white, blue and white in color. The ring mat was blue with an MGM grand logo in the center of the floor. One of the corner posts had a MGM Grand logo while another had a Tecate logo.

I also observed the following Pay Per View Logo on the screen: In the lower right hand corner. It was gold in color. It also included the letters HBO in the design. Above the ring was an HBO logo that was predominantly displayed when the camera panned out and showed the seating area of the arena.

I was not able to see the cable box or the channel that the televisions were tuned too.

The inside of the establishment can be described as follows: A typical licensed establishment that serves food and beverages. There was a counter on the right hand side of the restaurant and seating.

In my opinion, the approximate capacity of this establishment is 100 people. At the time I observed the establishment, I took three head counts. I counted approximately 30 people on the first count, 20 people on the second count, and 20 people on the third count.

I left the establishment at approximately 12:38 a.m. Patrons of the establishment were beginning to exit after the end of the main event.

I took two (2) pictures of the outside of the above described establishment on Wednesday May 7<sup>th</sup> 2007 at approximately 11:00 am which are attached hereto and made a part hereof and are intended to substantiate and verify the location of my observations as described herein.

There was/ was not a parking lot adjacent to the establishment in which I noted the following vehicles by their make/model/ color and license plates :

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Dated: May 17<sup>th</sup>, 2007

Signed: K. Rausch

Print Name: KEITH R. RAUSCH

Agency:

Address:

City/State/Zip:

Phone/fax:

PI #

State of NEW YORK)

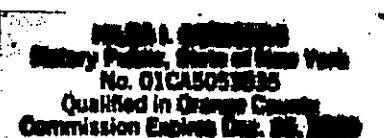
ss.:

County of ORANGE)

On the 17 day of MAY, 2007, before me, the undersigned, a Notary Public in and for said

State, personally appeared, Keith Rausch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public  
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